

63-4-13 5890  
63-4-14

BK 3349 PG 252

# Know All Men By These Presents.

That we, ANTONIO J. FORTIER and THERESE M. FORTIER, husband and wife, of Winslow, County of Kennebec and State of Maine

009112

in consideration of ONE DOLLAR and other valuable consideration

paid by JOSEPH RODRIGUE, of Madison, County of Kennebec, State of Maine

TRANSFER  
TAX  
PAID

the receipt whereof I do hereby acknowledge, do hereby

give, grant, bargain, sell and convey unto the said

JOSEPH RODRIGUE, his

heirs and assigns forever, two(2)

a certain lot or parcel of land situated in Waterville, County of Kennebec and State of Maine, bounded and described as follows:

## FIRST PARCEL

Beginning at an iron pin located in the east side of College Avenue, and at the northwest corner of land now owned by Alcide Francoeur; thence running northerly from the last mentioned bound and along the east side of College Avenue a distance of forty-five (45) feet to an iron pin set in the ground in the east side of said College Avenue; thence running in an easterly direction from the last-mentioned bound to an iron pin driven in the ground at a point which marks the westerly boundary of land of the Maine Central Railroad; thence running southerly from the last-mentioned bound and along the westerly boundary of land of the Maine Central Railroad to another iron pin set in the ground at a point which marks the northeast corner of land now owned by Alcide Francoeur; thence running westerly and along the northerly boundary of land of said Alcide Francoeur to the point of beginning.

Being a part of the land conveyed to Leo F. Rancourt and Gerald F. Rancourt by Warranty Deed from the Waterville Community Center, Inc., dated September 26, 1948, and recorded in the Kennebec Registry of Deeds, Book 885, Page 75.

This deed is subject to all reservations and exceptions and covenants which may be set forth in the deed heretofore mentioned, and the grantee herein hereby covenants and agrees for himself, his heirs and assigns, to build and maintain at his sole expense along that part of the above-described premises which abuts land occupied by the Maine Central Railroad any fence which the said grantors have constructed or which may be desired or required at any time hereafter, or which any law or government authority may require to be constructed by the grantor or the Maine Central Railroad or the grantee, his heirs, successors and assigns. This covenant is to run with the land herein conveyed, and is to be binding upon the grantee, his heirs and assigns forever.

Provided, however, and this conveyance is made upon the following expressed conditions and covenants, all of which are hereby declared to run with the land conveyed, and to which the said grantee for himself, his heirs and assigns, hereby consents and covenants to observe and keep, that is to say, that the said grantee, his heirs and assigns, will not use any of the above-described real estate for the purpose of operating a restaurant, grocery store, fruit stand, or any other business directly or indirectly connected with the sale of food or beauty ~~salon~~ or barber shop business.

Meaning and intending to convey the same premises acquired by Antonio J. Fortier by Warranty Deed from Leo F. Rancourt and Gerald F. Rancourt, dated December 7, 1949 and recorded December 10, 1949 in Kennebec County Registry of Deeds, Book 887, Page 59.

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SECOND PARCEL

Beginning on the easterly line of College Avenue at the southwesterly corner of land of Lucien Bechard; thence easterly along said Lucien Bechard's southerly line seventy (70) feet to an iron pin at the edge of a right of way of the Maine Central Railroad Co.; thence southerly along the westerly line of the said Maine Central Railroad Co.'s right of way fifty and three-tenths (50.3) feet, more or less, to an iron pin at the northeasterly corner of land of one Fortier; thence westerly along said Fortier's northerly line sixty-five (65) feet more or less, to an iron pin in the easterly line of College Avenue; thence northerly fifty (50) feet along the easterly line of College Avenue to the point of beginning.

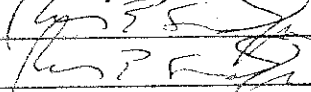
This conveyance is subject to the conditions contained in the deed of Maine Central Railroad Company to Gerald F. Rancourt, et al dated November 29th, 1947, recorded in Book 851, Page 441, in said Registry, as said conditions apply to the above described premises.

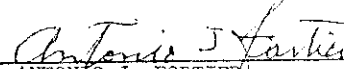
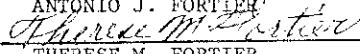
Meaning and intending to convey the same premises acquired by Antonio J. Fortier and Therese M. Fortier by Warranty Deed from Harold A. Labbe and Pearl V. Labbe, dated April 26, 1960 and recorded May 2, 1960 in Kennebec County Registry of Deeds, Book 1184, Page 325.

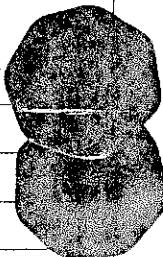
by descent and all other rights in the above described premises, have hereunto set our hands and seals this Sixteenth (16th) day of May in the year of our Lord one thousand nine hundred and eighty-eight.

Signed, Sealed and Delivered

in presence of

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
ANTONIO J. FORTIER  
  
THERESE M. FORTIER



State of Maine,  
KENNEBEC

} ss.

MAY 16 1988

Personally appeared the above named

ANTONIO J. FORTIER and THERESE M. FORTIER

and acknowledged the above

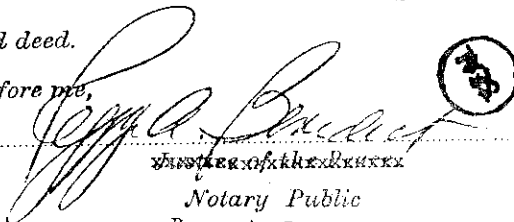
instrument to be their free act and deed.

RECEIVED KENNEBEC SS.

1988 MAY 20 AM 9:00

ATTEST:   
REGISTER OF DEEDS

Before me,

  
\_\_\_\_\_  
Notary Public  
Peggy A. Benedict

